

A G R E E M E N T

Between

THE COUNTY OF MERCER

and

TEAMSTERS LOCAL NUMBER 102
COMMUNICATION OFFICERS

MERCER COUNTY FIRE SERVICES
AND
OFFICE OF THE SHERIFF

Effective: January 1, 2011
Expiration: December 31, 2013

CONTENTS

Preamble

1. Recognition
2. Management Rights
3. Union Security
4. Work Schedules
5. Overtime
6. Pay Scales - Rates of Pay
7. Call-in Time
8. Insurance and Retirement Benefits
9. Paid Leaves of Absence
- 9.1 Bereavement Days
- 9.2 Union Business Days
- 9.3 Occupational Injury Leave
- 9.4 Sick Leave
- 9.5 Personal Leave
- 9.6 Jury Duty
- 9.7 Sick Leave Buy Back
10. Absence Without Leave
11. Non-Paid Leaves of Absence
12. Child Care/Maternity Leave
13. Seniority
14. Holidays
15. PAR
16. Grievance Procedure
17. Discipline/Discharge
18. Safety and Health
19. Equal Treatment
20. Work Rules
21. Annual Vacation Leave
22. Longevity
23. Vacancies and Committees
24. Classifications and Job Descriptions
25. Drug Testing
26. Strikes and Lockouts
27. Outside Employment
28. Waiver
29. Oral Modification
30. General Provisions
31. Separability and Savings
32. Termination

Appendices

PREAMBLE

WHEREAS, the County of Mercer and the Sheriff have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees, insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interest of the County and the citizens of Mercer County; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of New Jersey, and

WHEREAS, It is the intention of this Agreement to provide, where not otherwise mandated by statute or ordinance, for the salary structure, fringe benefits, and employment conditions of employees covered by this Agreement, to prevent interruptions of work and interference with the efficient operations of the County and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the County and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled;

WHEREAS, this agreement, dated , between the County of Mercer, hereinafter referred to as the "Employer", and Teamster Local # 102, hereinafter referred to as the "Union", and

WHEREAS, the Employer and the Union entered into an Agreement on, which Agreement was approved by the parties;

NOW, THEREFORE, the parties agree with each other as follows:

RECOGNITION

1.1 The Employer recognizes the Union as the sole and/or exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees in the classifications listed under Appendix A hereto, and by reference made a part of this Agreement, and for such additional classification as the parties may later agree to include.

MANAGEMENT RIGHTS

2.1 The Employer retains and may exercise all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey. Except as specifically abridged, limited, or modified by the terms of this Agreement between the Employer and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable and necessary rules and regulations governing the conduct and the activities of the employees are exclusively retained by the Employer.

3. UNION SECURITY

3.1 Upon receipt of a lawfully executed written authorization from an employee, the Employer agrees to deduct the regular monthly union dues of such an employee from his pay and remit such deduction by the tenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. Such deductions shall be made in compliance with "Title 52 of the Revised Statutes" as amended. The authorization shall remain in effect unless terminated by the employee who must give written notice of such cancellation (notice of Withdrawal) to the Employer and the Union. Such termination of dues deductions shall take place as of the January 1st or July 1st next succeeding the date on which written notice of withdrawal is filed by an employee with the Employer and the Union.

3.2 Dues deduction for any employee covered by the terms and conditions of this Agreement shall be limited to Teamster Local Number 102.

3.3 Any Employee in the Bargaining Unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the Unit, any employee previously employed within the Unit who does not join with ten (10) days of reentry into employment within the Unit, or any temporary employee who does not join within the date of satisfactory completion of the probationary period or the completion of a three (3) month period following the beginning of employment, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to fair share fee assessments, time for fair share payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with public Law 1979, Chapter 477, and N.J.S.A. 34:13A-5.4, et.al.

3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders of judgments brought or issued against the Employer as a result of any action by the Employer under the provision of this Article.

4. WORK SCHEDULES

4.1 The work schedule for public safety telecommunicators from fire services shall be converted from an eight (8) hour workday to a twelve (12) hour workday. They shall work a 2-on, 2-off, 3-on, 2-off, 2-on, 3-off schedule for a total of eighty (80) hours for public safety telecommunicators. The work schedule for the Sheriff's Office will remain an eight (8) hour day.

4.2 The weekly work schedule and the starting time of work shifts shall be determined by the employer after consultation with the Union and shall be changed by giving the employees and Union a minimum of two (2) weeks advance notice. In emergency situations, the work schedules and starting time of work shifts may be changed at the discretion of the employer.

4.2 Work shifts shall be bid one time per year and seniority, in accordance with Article 13, shall be given preference in awarding shifts.

5. OVERTIME

5.1 Time and one-half the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed by full time employees under any of the following conditions, but compensation shall not be paid twice for the same hours.

- a. All work performed in excess of 40 hours weekly.
- b. All work performed on a County approved holiday plus the regular day's pay.

5.2 Double time the employee's regular hourly rate of pay shall be paid for all authorized overtime work performed under the following conditions:

- a. All consecutive hours of work performed in excess of sixteen (16) consecutive hours.

5.3 Authorized sick days, vacation days, personal days, or any other authorized leave of absence with pay are considered work days for the computation of overtime payments in paragraphs 5.1 and 5.2 above.

5.4 Part-time employees are exempted from the overtime provisions of 5.1 and 5.2 above. They shall be compensated for all hours worked in accordance with the following schedule:

Compensation shall be paid at the employee's straight-time hourly rate of pay for the first 40 hours worked weekly, excluding meal periods. Overtime compensation at the rate of time and one-half an employee's straight time hourly rate of pay shall be paid for work performed in excess of 40 hours weekly, excluding meals.

5.5 The Employer agrees to provide a meal allowance for employees working overtime through a regularly scheduled meal period with the stipulation that the employee has worked two (2) hours overtime beyond eight hours or is called in on an emergency basis before his normal starting time and works through his regular meal period. Employees so entitled, based on the above criteria, will be paid a meal allowance at the rate of \$8.00, \$12.00, and \$20.00 for breakfast, lunch, and dinner, respectively.

Employees working authorized, regularly scheduled over-time on Saturday, Sunday, or holidays will not be entitled to a meal allowance.

5.6 All employees covered by this provisions of this Article shall be entitled to elect to be paid for authorized overtime hours worked or to be given compensatory time off subject to final approval from the Employer. If the Employer and employee agree that the employee may be compensated for overtime hours worked with the use of compensatory time, the Employee shall be entitled to use compensatory time. If the Employer and employee agree that the employee may be compensated for overtime hours worked with pay at the employee's overtime rate, the Employee shall be entitled to be paid at the employee's overtime rate. If the Employer and employee do not agree on how the employee should be compensated for overtime hours worked (compensatory time of payment at overtime rate), then the employee shall be paid at the employee's overtime rate. Holidays not worked shall be at the rate of eight hours of wage compensation. If a holiday falls on an employee's regular scheduled day off a comp day shall be given if other employees have received a day off for the holiday. The ability to use compensatory time shall not be unreasonably withheld.

5.7 Vacant positions shall first be offered to bargaining unit employees.

a. Overtime opportunities will be distributed as equally as possible among employees in the same job classification. It is understood that nothing in the clause shall require payment for overtime hours not worked. Overtime opportunities in the Sheriff's Office will be offered to full-time employees prior to part-time employees. All overtime opportunities including shift vacancies which occur with prior approval, will be offered to full-time employees then to part-time employees in the Communication Center by the number of overtime hours from least to greatest, then to any qualified personnel to work in the Communication Center.

5.8 Employees shall not be required to work more than sixteen (16) consecutive hours and employees are restricted from working overtime when they have called out sick on the same day as the overtime assignment.

PAY SCALES - RATES OF PAY

6.1 The rates of pay for all employees covered by this Agreement for calendar years 2011, 2012 and 2013 shall be as set forth in the Compensation Schedules attached.

6.2 During the term of this Agreement, the compensation schedule will not be changed unless by mutual consent of the Employer and the Union.

6.3 The salary package for calendar years 2011, 2012 and 2013 shall be as follows:

- a. Effective and retroactive to January 1, 2011, all employees will receive a one and one half (1.5%) percent salary increase.
- b. Effective and retroactive to January 1, 2012, all employees will receive a one and one half (1.5%) percent salary increase.
- c. Effective and retroactive to January 1, 2013, all employees will receive a one and one half (1.5%) percent salary increase.

d. The starting salary for new employees (Public Safety Telecommunicator Trainees) shall be \$31,345 per year. On the completion of one year probationary period the employee will be placed on step one of the salary guide. Public Safety Telecommunicator Trainees on the payroll at the time of the signing of this Agreement shall receive the increased salary on a pro-rata basis.

e. In order to receive the increment as stated in 6.3 (b), (d) and (f) an employee must receive a satisfactory evaluation on their final evaluation of performance.

f. Any employee classified as an Assistant Terminal Agency Coordinator shall receive a \$400.00 stipend payable in July of each contract year.

g. There shall be an annual clothing maintenance allowance of \$300.00 to be paid in regular, periodic installments in accordance with the payroll cycle of the Employer as of January 1, 2008. Such stipend shall be included as part of the employee's base salary. Effective January 1, 2012 the clothing maintenance allowance shall be increased to \$375.00.

6.4 Effective upon execution of the Agreement, those employees in the unit who receive a promotion to a higher classification shall have their salary adjusted within the new range which shall reflect a one-step increase in the old range and adjustment at the appropriate step in the new range; however, the promoted employee shall not receive less than a five (5%) percent salary increase.

6.5 An employee who performs work in a higher pay classification other than his own shall have his salary adjusted to the step in the range of the higher pay classification which reflects a one-step increase in the old range and adjustment at the appropriate step in the new range, provided however, such assignment is authorized by the Sheriff and the County Administrator.

7. CALL-IN TIME

7.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time-and-one-half for such work.

If the assignment exceeds two (2) hours, the employee shall be entitled to the hour for hour pay for number of hours worked in excess of two (2) hours at the overtime rate.

7.2 In the event that an employee's call-in time work assignment and his/her regular shift overlap, said employee shall be paid in the following manner.

a. If the employee's call-in time work assignment commences more than two (2) hours prior to the start of his/her normal shift, said employee shall be paid time and one-half for all hours worked prior to the start of his normal shift. Effective as of the starting time of his/her normal shift, said employee shall then be paid at his/her normal straight time rate of pay.

b. If the employee's call-in time work assignment commences less than two (2) hours prior to the start of his/her normal shift, said employee shall be paid at the rate of straight time and for the balance of this employee's regular shift, he/she shall be paid at their normal straight time rate of pay.

8. INSURANCE AND RETIREMENT BENEFITS

8.1 The Employer agrees to provide eligible employees and their eligible dependents with Hospitalization, Medical and Major Medical Insurance through the New Jersey State Health Benefits Program or to provide equivalent or better health benefits coverage through a self-insurance program or independent insurance carrier. The premium costs for said programs may be paid by the Employer except that in the election of the Health Maintenance Organization Medigroup Program, an eligible employee shall continue to be required to pay, through payroll deductions, the difference in cost, if any, between standard Hospital/Medical coverage and HMO coverage.

8.2 Effective January 1, 2004, each active employee except those with single coverage shall have deducted from his or her salary \$22.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$17.00 per pay period deducted for such medical, dental and prescription drug insurance coverage.

Effective January 1, 2007, each active employee except those with single coverage shall have deducted from his or her salary \$24.00 per pay period for all medical, dental and prescription drug insurance. Those employees with single coverage shall have \$19.00 per pay period deducted for such medical, dental and prescription drug insurance coverage. There shall be no other insurance in this health co-payment for the duration of the contract.

8.3 The Employer agrees to provide Hospital/Medical Insurance to eligible retired employees as required by law. Said insurance will continue under any self-insurance program or independent carrier the Employer may choose.

8.4 The Employer agrees to provide retirement benefits to eligible employees in accordance with the provisions of the New Jersey Public Employees' Retirement System.

8.5 The County agrees to provide a co-payment Prescription Drug Program to eligible employees and their eligible dependents. Further, for the purpose of this Program, eligible newly hired employees shall be defined as all full-time permanent employees only. The County agrees to provide a co-payment Prescription Drug Program of \$12.00 for brand-name drugs and \$4.00 for generic drugs for the duration of this contract.

8.6 The Employer agrees to provide for the payment of accumulated unused sick leave at the time of retirement of an eligible County employee at the rate of fifty percent (50%) of his/her accumulated unused sick time to a maximum of eighteen thousand dollars (\$18,000).

8.7 The Employer agrees to provide a Dental Insurance Program to eligible employees and their dependents; the premium costs for said program to be paid by the

Employer. Eligible employees, for the purpose of this Program, shall be defined as all full-time permanent employees only.

8.8 The County agrees to establish a vision care program which is not a reimbursement program for unit members. The vision care program will allow eligible County employees to receive discounts from designated Countywide providers to reduce costs in the purchase of lenses and frames and eye examinations.

9.

PAID LEAVES OF ABSENCE

9.1 Bereavement Days. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandmother, grandfather or any other relative living in the household of the employee, said employee shall be excused for a period beginning with the day of death or the day after the date of death to one (1) day after the funeral, but in no instance for more than five (5) consecutive working days within a seven-day period. The employee will be paid his regular hourly rate for any such days of excused absence which occur during his normal work week but in no event more than eight (8) hours pay for any one day. Additionally, a one day bereavement leave will be granted in the event of death of a stepparent, stepgrandparent, grandchild, brother-in-law or sister-in-law. The Employer shall have the right to request proof of death and/or living arrangements whenever said proof shall appear reasonable.

9.2 Union Business Days. An employee who is duly authorized in writing to be a representative of the Union shall be granted a leave of absence with pay for the time necessary to conduct Union business or attend conventions. The Union shall be authorized an aggregate of no more than ten (80) hours in any calendar year for the above purpose, provided a request for such days is made in writing and authorization granted by the Sheriff for Communication Center and the Personnel Office for the Mercer County Fire Services. The Union President or his designee shall be allowed such time off as is necessary to conduct intra-county Union business, provided that prior approval is requested and authorization granted by the Employer; such authorization shall not be unreasonably denied. The Union shall notify the Sheriff or the Personnel Office by January 1st of each year of the designated Union representatives.

9.3 Occupational Injury Leave. Any employee who is disabled because of occupational injury or illness shall be covered by the County's adaptation of the New Jersey Workers' Compensation Law from the day after the date of injury or illness and shall be eligible for a leave of absence for the entire period of disability. This adaptation shall be 70% of the employee's wage, with no maximum amount per week.

Employees on an authorized leave of absence shall be paid temporary workers' compensation benefits for the period of their disability commencing the day after the date of injury or illness. Said employees shall also receive sick and vacation leave credits during the period of their disability. Personal leave and clothing allowance credits shall not accrue during this period of disability. All other entitlements under this Article shall be as prescribed by the New Jersey Workers' Compensation Law.

Employees returning from authorized leave of absence as set forth above shall be restored to their original job classification and shift, at the then appropriate rate of pay, with no loss of seniority or other employee rights and privileges.

9.4 Sick Leave. All full-time permanent, full-time temporary, or full-time provisional employees shall be entitled to sick leave with pay.

a. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, maternity, accident, or exposure to contagious disease. Sick leave may also be utilized for short periods for the attendance by the employee upon a member of the immediate family who is seriously ill. Sick leave may be taken in hourly units.

b. The minimum sick leave with pay shall accrue to any full-time permanent employee on the basis of one working day per month during the remainder of the first calendar year of employment after initial appointment and one hundred twenty (120) working hours in every calendar year thereafter, said one hundred twenty (120) hours to be credited effective January 1 of each succeeding year.

c. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

d. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment excepting as provided under Article entitled, "Insurance and Retirement Benefits."

e. If an employee is absent for reasons that entitle him to sick leave, the employee's supervisor shall be notified promptly as of the employee's usual reporting time, except in those situations where notice must be made prior to the employee's starting time in compliance with specific department regulations.

(1) Failure to so notify his supervisor shall be cause of denial of the use of sick leave for that absence.

(2) Absence without proper notice for five (5) consecutive days shall constitute a resignation not in good standing.

f. (1) The Employer may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action.

(2) In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

(3) The Employer may require an employee who has been absent because of personal illness, as a condition of his

return to duty, to be examined by the County Medical Examiner or by a physician designated by the Medical Examiner. Such examination shall establish whether the employee is capable of performing his normal duties without limitations and that his return will not jeopardize the health of the other employees.

g. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to sick leave.

h. Sick leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay except active military leave.

i. Part-time permanent employees will earn sick time on the basis of one day earned for every 20 full days worked.

j. Effective January 1, 2006, if an employee does not utilize any of his/her allotted 120 hours of sick leave time for the entire calendar year, that employee shall be entitled to a \$300.00 bonus payment payable by March 1 of the following year. An employee utilizing five days or less of their allocated 15 days in a year shall receive a \$200.00 bonus payable by March 1 of the following year. This bonus does not apply to part-time employees and an individual must have worked the entire year to be eligible. This sick leave reduction incentive applies for contract years 2011, 2012, and 2013.

9.5 **Personal Leave.** All permanent employees covered by the provisions of this Agreement shall be entitled to twenty four (24) hours per year leave of absence with pay for personal business which may be taken on one-half day units. Said leave shall not be taken unless 48 hours notice thereof has been given to the employee's supervisor. In the event that 48 hours notice cannot be given, said leave may be taken only upon authorization of said supervisor. The Employer reserves the right to deny requests for personal days as conditions warrant, but authorization shall not be unreasonably withheld. Personal days shall not be taken in conjunction with vacation leave.

9.6 **Jury Duty.** All employees covered by the terms of this Agreement shall be granted a leave of absence with pay when required to serve on jury duty. Employees granted this leave of absence shall be required to return or reimburse the Employer for any jury fees or compensation received by them for serving on jury duty.

In the event that an employee serving on jury duty is given advance notice that he is not to report for jury duty on any specific day or should an employee serving on jury duty be released from jury duty prior to 12:00 noon on any specific day, said employee shall be required to report to work at his normal starting time, if not required to report or shall be required to report to work for the remainder of his shift if released from jury duty prior to 12:00 noon.

In the event that an employee serving on jury duty is released after 12:00 noon, said employee shall not be required to report to work for the remainder of his shift.

9.7 Sick Leave Buy Back - Full-time employees having accumulated eighty (80) or more of their one hundred twenty (120) sick hours for that year, will have the option to be paid forty (40) hours wages in lieu of carrying over forty (40) of their sick hours.

Any employee wishing to exercise the sick leave pay option must exercise this option by December 1 of the year in which the requirements have been met. An employee shall make this request in writing directly to the Designated Chief Personnel Officer. Any decision to exercise this option subsequent to December 1 of the year in which the requirements have been met shall not be considered.

10.

ABSENCE WITHOUT LEAVE

10.1 Any unauthorized absence of an employee from duty shall be an absence without leave and is cause for disciplinary action.

10.2 Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be unauthorized absence and may be cause for disciplinary action.

11.

NON-PAID LEAVES OF ABSENCE

11.1 All leaves of absence without pay shall be at the discretion of the Employer.

12.

CHILD CARE/MATERNITY LEAVE

12.1 Notwithstanding the provision of Article 9.4 (Sick Leave with Pay), a permanent employee covered by the terms of this Agreement shall be entitled to a leave of absence without pay for child care purposes for a period of one (1) year. Said leave shall commence effective upon the date of birth of the employee's child. Under no circumstances shall this leave of absence be extended beyond this one (1) year period.

12.2 The County and the Union agree that the provisions of the Family Leave Act, NJSA 34:11B-1 and the Federal Family Medical Leave Act shall be abided by during the term of this contract.

13.

SENIORITY

13.1 Seniority is defined as an employee's continuous length of full-time service with the County beginning with his initial date of hire. Any authorized leave of absence is considered to be continuous service.

13.2 Seniority shall be given preference in layoffs, recall, promotion and demotion, vacation scheduling and work shifts. Such requests shall not be unreasonably denied.

13.3 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification, and pay rate and shall furnish copies of same to the Union upon request.

13.4 The Employer shall promptly advise the appropriate Union Representative of any changes which necessitate amendments to the seniority list.

14.

HOLIDAYS

14.1 The following days are recognized paid holidays whether or not worked:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

14.2 Holidays enumerated in the paragraph above which fall on a Saturday shall be celebrated on the preceding Friday; holidays which fall on a Sunday shall be celebrated on the following Monday; holidays which fall within an employee's vacation period shall not be charged as vacation days.

14.3 In order to be eligible for holiday pay, an employee must be on the active payroll of the Employer and must have worked his full regularly scheduled workday before and after the holiday, unless such absence is authorized with pay or ordered.

14.4 Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to holiday pay.

14.5 Part-time permanent employees with a set schedule are entitled to paid holidays where the holiday occurs on a scheduled work day. Those without such a schedule are not entitled to paid holidays. Part-time permanent employees in a continuous operation with a set schedule who work on a holiday shall be compensated at the rate of time and one-half (1½) for the hours actually worked.

15.

PERFORMANCE ASSESSMENT REVIEW

15.1 The County will maintain a performance assessment review system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor(s) mutually formulate performance and improvement goals and work standards appropriate to the job performed, which shall be a basis for measuring the employee's performance during an annual rating period.

15.2 For new hires, after six (6) months of service, the employee and the supervisor(s) shall meet in connection with performance evaluation and improvement goals and work standards in order to set up criteria which shall be the basis for the annual evaluation. It shall be the responsibility of the supervisor to set up this conference at a mutually convenient time.

15.3 All employees shall evaluate his/her performance and the Supervisor shall evaluate the employee's performance, independent of each other, every twelve (12) months. The employee and supervisor shall exchange and discuss their evaluations at the mutually convenient time. The evaluations shall be based on the

criteria relating to the improvement goals and work standards discussed between the employee and the supervisor at the six month conference held earlier and referenced in paragraph 16.2 above.

15.4 A copy of all annual evaluations shall be transmitted to the County's Office of Personnel.

16. GRIEVANCE PROCEDURE

16.1

A grievance is defined as:

- a. A claimed breach, misinterpretation, or improper application of the terms of this Agreement; or
- b. A claimed violation, misinterpretation, or misapplication of rules and regulations, existing policy or orders, applicable to the division or department which employs the grievant affecting the terms and conditions of employment.

A claimed grievance shall be discussed between the employee, agency heads, a supervisor and union representative, if unresolved after discussion, shall be resolved in the following manner:

Step One: The Union steward or employee, or both, shall take up the grievance with the Sheriff or the Chief, Division of Employee Relations and/or his designee within ten (10) days of its occurrence. It shall be stated in writing and signed by the grievant. No later than five (5) days after receipt of grievance, the Sheriff or the Chief, Division of Employee Relations shall render a decision in writing. Written reprimands are grievable only to step 1 of the grievance process.

Step Two: If the grievance has not been settled to the employee's satisfaction, it shall be presented in writing to the County Administrator and/or his/her designee within ten (10) days from receipt of the response from the Chief, Division of Employee Relations. The County Administrator shall give an answer in writing no later than ten (10) days after the meeting.

Step Three: If the grievance has not been settled within fifteen (15) days after receipt of the written reply of the County Administrator, the Union may request the Public Employment Relations Commission to supply the parties with a panel of arbitrators. The arbitrator shall be selected by the parties in accordance with the rules promulgated by the Public Employment Relations Commission. The decision of the arbitrator shall be final and binding on all parties; it being understood that such binding arbitration is limited exclusively to disputes involving the application, meaning, or interpretation of this Agreement.

16.2 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

16.3 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. An employee so designated by the Union will be permitted to confer with other Union representatives, employees, and employment representatives regarding matters of employee representation, during working hours and without loss of pay provided, however, all said employees shall secure the permission of their immediate superior, which permission shall not be unreasonably withheld.

16.4 Representatives of the Union, who are not employees previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, so long as such right is reasonably exercised and there is no undue interference with work progress, provided, however, they first obtain permission to do so from the Sheriff or the Chief Fire Services or his/her designated representative, permission for which shall not be unreasonably withheld.

17.

DISCIPLINE/DISCHARGE

17.1 It is expressly understood that the Employer shall have the right to discipline any employee; however, the Employer agrees that it shall not discipline or discharge any employee covered by the terms of this Agreement without just cause.

17.2 Disciplinary charges against an employee shall be filed in a timely manner as required by Civil Service Rules and Regulations.

17.3 Any employee who is disciplined or discharged shall have the right to appeal this disciplinary action. It is expressly understood that an employee shall only be entitled to one avenue of appeal and further, that these appeals shall be handled in accordance with the following procedure:

a. A permanent employee against whom disciplinary action has been taken which resulted in a suspension or fine of more than five days at one time; suspension or fines more than three times or for an aggregate of more than fifteen days in one calendar year; demotion, discharge or resignation not in good standing shall be required to exercise his statutory right of appeal under Civil Service Rules and Regulations and shall be precluded from having the Union move his appeal to binding arbitration.

b. A permanent or provisional employee against whom disciplinary action has been taken which resulted in a suspension or fine of three (3) days or less shall have the right to appeal this minor disciplinary action to the Employer in accordance with Step 1 of the Grievance procedure. A permanent or provisional employee against whom disciplinary action has been taken which resulted in a suspension or fine of four (4) days or more shall have the right to appeal this disciplinary action to binding arbitration in accordance with the Grievance Procedure.

18.

SAFETY AND HEALTH

18.1 The Employer shall at all times maintain safe and healthful working conditions and will provide employees with wearing apparel, tools, or devices deemed necessary in order to ensure their safety and health. When such materials are issued, they shall be used. Failure to utilize said safety materials when issued shall be cause for disciplinary action.

18.2 Employees working on shifts of which the majority of hours fall between 4 p.m. and 12 a.m. shall receive an additional fifty (.50) cents for the duration of this contract. Employees working on shifts of which the majority of hours fall between 12 a.m. and 8 a.m. shall receive an additional fifty five (.55) cents for the duration of this contract. This shift pay differential shall be in addition to their regular pay. Effective January 1, 2009, employees in Fire Services working on the shift that requires a shift differential will receive a flat stipend of (.525) cents for twelve (12) hours of time to satisfy the language of Article 18.2.

19.

EQUAL TREATMENT

19.1 The Employer agrees to comply with the mandatory provisions of relevant state and federal laws prohibiting discrimination in the workplace.

19.2 The Employer and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

20.

WORK RULES

20.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

20.2 The County shall post and notify the Union of all permanent job vacancies. The Sheriff and the Mercer County Fire Services shall provide a bulletin board for the posting of Union business.

20.3 Employees may review their personnel file upon employee's request and may request copies of any documents contained in their file.

20.4 Letters of reprimand shall be deleted for disciplinary purposes after one year from the date of the letter of reprimand.

20.5 If the County offices are officially closed, employees in this bargaining unit shall be granted a compensatory day off if they actually worked that day. The County Executive or his designee will determine if County offices are closed.

21.

ANNUAL VACATION LEAVE

21.1 All full-time permanent employees shall be entitled to vacation leave based on their years of continuous service. Periods on a leave of absence without pay

except military leave shall be deducted from an employee's total continuous service for purposes of determining the earned service credit for vacation leave.

21.2 Annual vacation leave with pay for all full-time permanent employees shall be earned as follows:

- a. Eight (8) working hours of vacation for each month of service during the remainder of the calendar year following the date of appointment.
- b. After one (1) year and to completion of five (5) years, ninety six (96) working hours.
- c. From beginning of sixth year to completion of tenth year, one hundred twenty (120) working hours.
- d. From beginning of eleventh year to completion of fifteenth year, one hundred sixty (160) working hours.
- e. From completion of fifteenth year to end of nineteenth (19) year, two hundred (200) working hours.
- f. From beginning of twentieth (20) year, two hundred forty (240) working hours.

21.3 Annual vacation leave with pay for all full-time temporary, and full-time provisional employees shall be earned at the rate of eight (8) hours per month.

21.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding his vacation period.

21.5 An employee who is called back to work while on authorized vacation, shall be paid time and one-half and shall not lose vacation hours.

21.6 Vacation allowance must be taken during the current calendar year unless the Employer determines that it cannot be taken because of the pressure of work. Any vacation allowance so denied may be carried over into the next succeeding year, one hundred twenty (120) vacation hours may be carried over from one calendar year into the succeeding year. A maximum of two hundred (200) vacation hours may be carried over subject to Employer approval. Employees shall be notified of vacation approval within 30 days of the written employee's request.

21.7 A permanent employee who returns from military service other than any active duty for training with any military reserve or National Guard unit is entitled to full vacation allowance for the calendar year of return and for the year preceding, providing the latter can be taken during the year of return.

21.8 An employee covered by this Agreement who is retiring or who has otherwise separated shall be entitled to the vacation allowance for the current year prorated upon the number of months worked in the calendar year in which the

separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

Whenever an employee covered by this Agreement dies, having to his credit any annual vacation leave, there shall be calculated and paid to his estate a sum of money equal to the compensation figured on his salary rate at the time of death.

21.9 Part-time permanent employees will earn vacation on the basis of eight hours for every 160 hours worked. Part-time temporary, part-time provisional, seasonal, or hourly paid employees shall not be entitled to vacation leave.

21.10 Vacation leave credits shall continue to accrue while an employee is on leave with pay. Vacation credits shall not accrue while an employee is on leave without pay except military leave.

22.

LONGEVITY

22.1 Every full-time employee, temporary, or permanent, classified or unclassified, of the County of Mercer, shall be paid longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered in total with the salary for pension purposes.

Employees having completed five (5) years of continuous service will receive the longevity payments as indicated in 22.2 below. For each additional five (5) years of continuous service, employees will receive the appropriate longevity payment as outlined in section 22.2.

22.2

The longevity payment schedule is as follows:

5 years	\$ 300
10 years	\$ 900
15 years	\$1,350
20 years	\$1,850
25 years	\$2,300
30 years	\$2,700
35 years	\$3,100
40 years	\$3,500
45 years	\$3,900

Such additional longevity payments shall be paid notwithstanding the maximum salary provided for such employment.

23.

VACANCIES AND COMMITTEES

23.1 Full time vacancies will be posted in the Sheriff's Office and the Mercer County Fire Services for a period of seven (7) days and the Union shall be notified as to all permanent vacancies.

24.

CLASSIFICATION AND JOB DESCRIPTIONS

24.1 The classification for employees covered by the Agreement are attached hereto as Appendix A and by reference are made part of this Agreement.

24.2 If during the term of this Agreement the Employer determines that new job descriptions and/or classifications be established or that changes be made in existing job descriptions and/or classifications, the Employer will give thirty (30) days notice to the Union and the affected employee.

25.

DRUG TESTING

25.1 In accordance with County policy, employees out for more than thirty (30) days due to personal injury and who are receiving either workers compensation payments and/or State disability payments, shall be subject to drug testing as part of the return to work examination.

25.2 Pursuant to guidelines issued by the State Attorney General with respect to random drug testing, unit employees will be subject to random drug testing. The Union and the County will discuss such guidelines prior to implementation of random drug testing.

26.

STRIKES AND LOCKOUTS

26.1 In addition to any other restriction under the law, the Union and its members will not cause a strike or work stoppage of any kind, nor will any employee take part in a strike, intentionally slow down the rate of work, or in any manner cause interference with or stoppage of the Employer's work.

26.2 The Employer shall follow the grievance procedure for which provision is made herein, and the Employer shall not cause any lockout.

27.

OUTSIDE EMPLOYMENT

27.1 Any employee covered by the Agreement shall be entitled to hold part-time employment, provided, however, that all such employment is approved in advance by the Sheriff and the Chief, Division of Employee Relations. The decision of the Sheriff and the Chief, Division of Employee Relations shall be final and shall not be the subject of an arbitration or grievance.

28.

WAIVER

28.1 The right of either party to require strict performance hereunder by the other shall not be affected by any waiver, forbearance, or course of dealing.

29.

ORAL MODIFICATION

29.1 This Agreement is intended to encompass the entire understanding between the parties. Any modification must be formalized in writing and signed by the parties to the Agreement. No oral modification will be deemed valid unless same is reduced to writing and incorporated into this Agreement.

30.

GENERAL PROVISIONS

30.1 The provisions of the Agreement shall only apply to those employees in the unit who are on the County payroll and actively work on or after the date of the execution of this Agreement but within the Agreement dates and those former employees whose employment was terminated by death or retirement prior to the date of execution of this Agreement.

31.

SEPARABILITY AND SAVINGS

31.1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

31.2 Upon request of either party, the parties agree to meet and renegotiate any provision so affected.

32.

TERMINATION

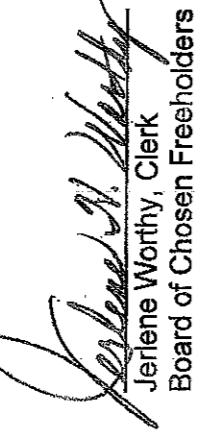
32.1 This Agreement shall be effective as of the first day of January 2011 and shall remain in full force and effect until the 31st day of December 2013. It shall be renewed from year to year thereafter unless either party shall give written notice of its desire to modify the Agreement. Such notice shall be made by certified mail or personal service by October 1st of any succeeding year.

In the event that such notice is given, negotiations shall begin not later than 90 days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

32.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

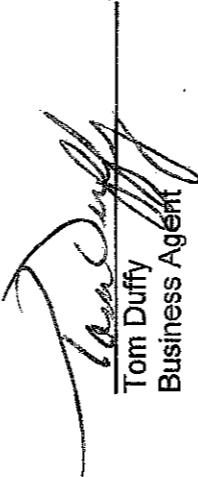
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper officers and attested to on the April 30, 2013.

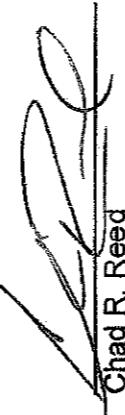
COUNTY OF MERCER


Jerlene Worthy, Clerk
Board of Chosen Freeholders


Brian M. Hughes
County Executive

TEAMSTERS LOCAL NO. 102


Tom Duffy
Business Agent


Chad R. Reed


Brian M. Popovich

APPENDIX A

Communication Officers
Mercer County Fire Services & Office of the Sheriff

Job Titles - Salary Range Codes

<u>TITLE</u>	<u>UNIT DESIGNATION & SALARY RANGE CODE</u>	<u>HOURS OF WORK</u>
Communication Officer	A01	40
Public Safety Telecommunicator	A01	40
Public Safety Telecommunicator PT	A04	40
Public Safety Telecommunicator Trainee	A02	40
Public Safety Telecommunicator Trainee PT	A03	40
Senior Communication Officer	A07	40
Senior Public Safety Telecommunicator	A06	

COMMUNICATION OFFICERS

JANUARY 1, 2011 COMPENSATION SCHEDULE - 1.5% Increase + \$75 stipend

RANGE	1	2	3	4	5	6	7	8
A01	\$37,773	\$39,703	\$41,634	\$43,565	\$45,495	\$47,426	\$49,357	\$51,297
A02	\$31,345							
A03	\$15,0697							
A04	\$18,1599	\$19,0882	\$20,0164	\$20,9446	\$21,8728	\$22,8011	\$23,7293	\$24,6622
A06	\$44,700	\$46,044	\$47,387	\$48,730	\$50,073	\$51,417	\$52,760	\$54,104
A07	\$42,163	\$44,801	\$47,440	\$50,078	\$52,717	\$55,355	\$57,994	\$60,635

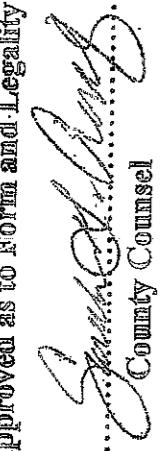
JANUARY 1, 2012 COMPENSATION SCHEDULE - 1.5% Increase

RANGE	1	2	3	4	5	6	7	8
A01	\$38,339	\$40,299	\$42,259	\$44,218	\$46,178	\$48,138	\$50,097	\$52,067
A02	\$31,345							
A03	\$15,0697							
A04	\$18,4323	\$19,3745	\$20,3166	\$21,2588	\$22,2009	\$23,1431	\$24,0852	\$25,0322
A06	\$45,371	\$46,734	\$48,098	\$49,461	\$50,824	\$52,188	\$53,551	\$54,916
A07	\$42,795	\$45,473	\$48,151	\$50,829	\$53,508	\$56,186	\$58,864	\$61,545

JANUARY 1, 2013 COMPENSATION SCHEDULE - 1.5% Increase

RANGE	1	2	3	4	5	6	7	8
A01	\$38,914	\$40,903	\$42,892	\$44,882	\$46,871	\$48,860	\$50,849	\$52,848
A02	\$31,345							
A03	\$15,0697							
A04	\$18,7088	\$19,6651	\$20,6214	\$21,5777	\$22,5339	\$23,4902	\$24,4465	\$25,4076
A06	\$46,051	\$47,435	\$48,819	\$50,203	\$51,587	\$52,971	\$54,355	\$55,740
A07	\$43,437	\$46,155	\$48,874	\$51,592	\$54,310	\$57,029	\$59,747	\$62,468

Approved as to Form and Legality



County Counsel

Date

April 25, 2013

COUNTY EXECUTIVE AND CLERK TO THE BOARD
AUTHORIZED TO EXECUTE CONTRACT BETWEEN
TEAMSTERS LOCAL 102 COMMUNICATION
OFFICERS UNIT AND THE COUNTY OF MERCER,
UPON APPROVAL BY COUNTY COUNSEL. THREE (3)
YEAR CONTRACT: JANUARY 1, 2011 TO DECEMBER
31, 2013

WHEREAS, TEAMSTERS 102 is the sole and exclusive bargaining agent for the Communication Officers Unit; and,

WHEREAS, it is in the best interest of the County of Mercer to execute said contract; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute said contract between the Teamsters Local 102 – Communication Officers Unit and the County of Mercer for a three year contract from January 1, 2011 through December 31, 2013 upon approval as to form and execution by the County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a certified copy of this Resolution, together with an executed copy of the Contract, to the Teamsters Local 102 Communication Officers, the County Administrator; the Personnel Director; the County Treasurer; Public Employees Commission (PERC) and to the IMLR Library.



Clerk to the Board

RECORD OF VOTE									
EXEMPLIFIER	Aye	Nay	N.V.	Abs.	Res.	Sac.	FREEHOLDER	Aye	Nay
Cannon	X						Koontz	X	
Carabelli	X						Walter	X	
Colavita	X						Cimino	X	
Frisby	X								

X—Indicates Vote Abs.—Absent N.V.—Not Voting
Res.—Resolution Moved Sec.—Resolution Seconded